

ORDINANCE No. 118210

COUNCIL BILL No. 111321

AN ORDINANCE authorizing the Mayor to enter into an agreement with King County for provision of drug diversion court services and providing payment later.

OK

COMPTROLLER FILE No. _____

Introduced: <u>1996</u>	By: NOLAND
Referred: <u>JUL 1 1996</u>	To: PUBLIC SAFETY COMMITTEE
Referred:	To:
Referred:	To:
Reported: <u>JUL 1 5 1996</u>	Second Reading: <u>JUL 1 5 1996</u>
Third Reading: <u>JUL 1 5 1996</u>	Signed: <u>JUL 1 5 1996</u>
Presented to Mayor: <u>JUL 1 6 1996</u>	Approved: <u>7-22-96</u>
Returned to City Clerk: <u>7-22-96</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

U65947

me doc

Law Department

INDEXED

The City of Seattle--Legisla

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the

Passed 3-0

Full Council vote 8

Committee Chair

SMEAD 43 YSP 17703

Law Department

INDEXED

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____

report that we have considered the same and respectfully recommend that the same:

Passed 3-0

Full Council vote 8-0

Committee Chair

SMEAD 45 YSP 17703

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ORDINANCE 118210

AN ORDINANCE authorizing the Mayor to enter into an agreement with King County for provision of drug diversion court services and providing payment therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is authorized to execute, for and on behalf of the City of Seattle, an agreement with King County, substantially in the form of the agreement attached hereto, for the provision of services to participants in the County's drug diversion court program.

Payment for services shall be made from moneys appropriated in the account entitled "Drug Diversion Court" (SFMS Code Q5234002) in the 1996 budget of the Department of Finance General.

Section 2. Execution of the agreement authorized in Section 1 hereof, and any other act consistent with the authority and prior to the effective date of this ordinance, are hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 15 day of July, 1996, and signed by me in open session in authentication of its passage this 15 day of July, 1996.

Jan Drago
President _____ of the City Council

Approved by me this 22 day of July, 1996.

Norman R. Fici
Mayor

Filed by me this 22 day of July, 1996.

Julith E. Papp
City Clerk

(Seal)

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FILED
CITY OF SEATTLE
97 JAN -6 AM 11:03
CITY CLERK

MEMORANDUM

To: Margaret Carter

From: Leda Young
Office of Management and Planning

Date: January 3, 1997

Re: Interagency Agreement between King County and the City of Seattle

Attached for filing is an agreement between King County and the City of Seattle relating to the funding of the Drug Diversion Court.

If you have any questions, I can be reached at 3-7268. Thank you.

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1996
Interagency Agreement Between
King County and the City of Seattle
Relating to the funding of the Drug Diversion Court

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

I. PREAMBLE

A process of interjurisdictional and interagency cooperation has culminated in the implementation in King County of a Drug Diversion Court demonstration project, hereinafter referred to as the "Project." King County and the City of Seattle are mutually desirous of proceeding with the Project which will provide the opportunity and incentive for eligible drug offenders to combat their addiction and to improve prospects for stable employment. County funding of \$260,000 has been provided in 1996.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and City as follows:

II. CITY RESPONSIBILITIES

1. The City agrees to pay the County a total amount up to \$100,000 for counseling services for Seattle residents who enter the program in 1996. Payment will be at the rate of \$1,492.53 for each City of Seattle resident, up to a total of 67, enrolled in the program in 1996. The City shall remit payment within 45 days of the date of billing.
2. No additional 1996 funds are committed to the Project, and the parties acknowledge that this arrangement constitutes the entire and complete amount of City funds which will be available for the Project in 1996.

III. COUNTY RESPONSIBILITIES

1. The County agrees to administer the treatment contract in 1996 for the Project as described in the Drug Diversion Court Demonstration Project Plan dated June 2, 1994. In addition, the County will bill the City for the treatment costs of City residents entering the Project, up to a total of \$100,000.
2. The parties acknowledge that the County will assume complete responsibility for operation of the Project. These responsibilities include determining the eligibility of potential participants, providing a treatment program for all participants, monitoring compliance of the participants with the conditions of their treatment program, prosecuting participants who fail to comply with the conditions of their treatment program and evaluating the Project.

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IV. USE OF FUNDS

1. The County agrees to use the funds paid by the City for the Project, and for no other purpose.
2. The County agrees to refund in full any City funds paid for the Project and used for purposes not authorized by this agreement plus interest at market rates.

V. DURATION

1. This Agreement shall be effective upon execution and authorization by both parties, and shall continue in force until December 31, 1996.

VI. INDEMNIFICATION

1. To the extent permitted by law, the County shall indemnify and hold harmless the City, its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement.
2. In the event that any suit based upon such a claim, action, loss or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit at its own expense if any principle of governmental or public laws is involved; and if final judgment be rendered against the City and their respective officers, agents and employees, or any of them, the County shall satisfy the same.

VIII. WAIVER AND AMENDMENTS

1. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified, or deleted except by an instrument, in writing, signed in advance by the parties hereto.

IX. DEFAULT

1. In the event that the City violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement.
2. In the event that the County violates any of the conditions of this Agreement, the City shall be entitled to specific performance of the Agreement.
3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings.

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X. RELATIONSHIP OF THE PARTIES

1. The intent of the parties is that the County shall serve as manager and administrator for the development and implementation of the Project, described above. The City will provide limited funds only, as described in Section II above, to assist in implementation of the Project.

XI. ENTIRE AGREEMENT AND MODIFICATIONS

1. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

KING COUNTY

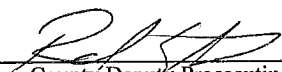


King County Executive

Sept 29, 1996

Date


Approved as to Form



King County Deputy Prosecuting Attorney

Date

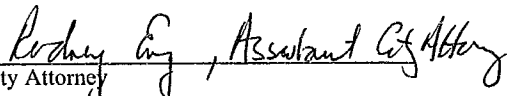
THE CITY OF SEATTLE



Mayor of Seattle

Date

Approved as to Form



City Attorney

7/11/96

Date

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King County
Office of Budget and Strategic Planning
King County Courthouse
516 Third Avenue, Room 420
Seattle, WA 98104
(206)296-3434

RECEIVED OMP

DEC 26 1996

MEMORANDUM:

December 24, 1996

TO: Rick Painter, City of Seattle, Office of Management and Planning
Carolyn Ableman, King County, Records Section
Paul Sherfey, King County, Department of Judicial Administration

FR: Beth Goldberg, Budget Analyst

RE: Interagency Agreement Between the City of Seattle and King County over Drug Court

Enclosed for your records is the signed interagency agreement between the City of Seattle and King County over funding for King County's Drug Court program.

Please feel free to contact me at 296-3418 if you have any questions.

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor



June 11, 1996

Honorable Jan Drago, President
Seattle City Council
City of Seattle

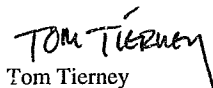
Dear Ms. Drago:

Enclosed for the Council's consideration is an ordinance authorizing the Mayor to execute an agreement with King County for provision of services to Seattle residents through the County's drug diversion court program. The program diverts offenders charged with felony drug possession from prosecution on condition that they complete an intensive drug treatment program. Defendants who comply with the court's conditions are not prosecuted. Those who fail to comply have their cases determined on the basis of a stipulated trial, where the court reviews the police report to determine guilt.

The City has already agreed to support the program in 1996 with a \$100,000 appropriation in the 1996 budget of Finance General. The enclosed ordinance will authorize the contractual agreement needed to permit us to reimburse the County for drug court services.

Thank you for your attention to this request. Please let me know, or call Rick Painter at 4-8044, if you have questions.

Sincerely,


Tom Tierney

Accommodations for people with disabilities provided on request. An equal employment opportunity - affirmative action employer.
Office of Management and Planning 300 Municipal Building, Seattle, Washington 98104-1826
(206) 684-8080 • (TDD) 684-8118 • FAX (206) 233-0085

Printed on Recycled Paper

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1996
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KING COUNTY

THE CITY OF SEATTLE

King County Executive

Mayor of Seattle

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting
Attorney

City Attorney

Date

Date

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

John D. [Signature]

_____	_____
_____	_____
_____	_____
_____	_____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

June 1, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

OK plc 6/17/96

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Management and Planning

SUBJECT: AN ORDINANCE authorizing the Mayor to enter into an agreement with King County for provision of drug diversion court services and providing payment therefor.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Rick Painter at 684-8044.

Sincerely,

Norman B. Rice
Mayor

by

Rick Painter for

TOM TIERNEY
Director

h:\admin\legis\law\lrs\paint2

Enclosure



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COPY RECEIVED
96 JUN -7 AM 11:56
SEATTLE CITY ATTORNEY

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on July 16, 1986, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 604-8344.

Ordinance 118209 Relating to the Engineering Department; authorizing the Director of Engineering to enter into a lease agreement with King County for the Squak Mountain Antenna Site.

Ordinance 118210 Authorizing the Mayor to enter into an agreement with King County for provision of drug diversion court services and providing payment therefor.

Ordinance 118211 Relating to the Seattle Center Department; authorizing the execution of a lease agreement with Pizza Haven, Inc. d/b/a "Bean Pod" for the sale of food in Center House.

Ordinance 118212 Relating to the Seattle Department of Parks and Recreation; authorizing the Mayor to amend the Interlocal Agreement with King County regarding the 1993 Regional Conservation Futures Acquisition Program; and making an appropriation from the Regional Bond Program Subfund of the Conservation Futures Fund.

Ordinance 118213 Relating to the Seattle Public Library; authorizing the execution of a contract with the Washington State Library to provide an experimental self-service library in the Delridge community by co-locating within the Southwest Youth and Family Center facility, and an agreement with Southwest Youth & Family Services regarding the sharing of resources and staff for such facility.

Ordinance 118214 Relating to the Department of Administrative Services; authorizing the Director to enter into a contract with the State of Washington, Military Department, to facilitate the ongoing development of the City's disaster readiness and response efforts; increasing expenditures allowances in the 1986 Budget of the Department of Administrative Services; and making a reimbursable appropriation from the Administrative Services Fund, all by three-fourths vote of the City Council.

Ordinance 118215 Appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIP, PIN, City Clerk.
Date of official publication in the Daily Journal of Commerce, Seattle, July 25, 1986. 7/25(73047).

OF WASHINGTON - KING COUNTY

—SS.

No. **ORDINANCE TI**

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT: 118209-118215

was published on

07/25/96

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

Subscribed and sworn to before me on

07/25/96

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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